

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

LIGHTHOUSE PROPERTY INSUANCE	§	
CORPORATION,	§	
Plaintiff,	§	
	§	
v.	§	
	§	Civil Action No. _____
ROBERT E. LEE, AND	§	
LINDA LEE, INDIVIDUALLY, AS HEIR	§	
AT LAW, AND AS REPRESENTATIVE	§	
OF THE ESTATE OF ROCKY ALLEN	§	
LEE, DECEASED,	§	
Defendants.	§	

ORIGINAL COMPLAINT & REQUEST FOR DECLARATORY JUDGMENT

COMES NOW INTO COURT, through undersigned counsel, Plaintiff, Lighthouse Property Insurance Corporation (“Lighthouse”), and files this, its Original Complaint & Request for Declaratory Judgment, pursuant to 28 U.S.C. § 2201, as against Defendant, Robert E. Lee (“Insured”), and Defendant Linda Lee, individually and in her representative capacities (“Claimant”). Specifically, Lighthouse seeks a declaration that it has no duty to defend against or indemnify Insured for claims made by Claimant related to Insured shooting Rocky Allen Lee. In support thereof, Lighthouse would respectfully show as follows:

I. PARTIES

1. Plaintiff Lighthouse is an insurer domiciled and with its principal place of business in Orlando, Florida, and does business in the State of Texas within the jurisdiction of this Honorable Court.
2. Defendant Robert E. Lee is an individual and resident citizen of Texas, residing at 16102 Singletree Drive, Stagecoach, Montgomery County, Texas, and within the jurisdiction of this

Honorable Court. Service of citation may be had at this address, or wherever he be found, and issuance of citation is requested at this time.

3. Defendant Linda Lee, individually and in her representative capacities,¹ is an individual and resident citizen of Texas, residing at 305 Graceland Street, Houston, Texas, and within the jurisdiction of this Honorable Court. Service of citation may be had at this address, or wherever she be found, and issuance of citation is requested at this time.

II. JURISDICTION AND VENUE

4. This Court has jurisdiction over the subject matter of this Complaint pursuant to 28 U.S.C. §§ 1332, 2201, and 2202. Complete diversity of citizenship exists between the parties to the case or controversy, and the amount in controversy between Lighthouse and Defendants is in excess of \$75,000.00, exclusive of interest and costs.²

5. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1) and (2).

III. BACKGROUND FACTS

6. Defendant Robert E. Lee is Insured under a typical homeowner's policy with Lighthouse. Filed herewith as **EXHIBIT A** is a true, correct and certified copy of Insured's Policy No. LTM2010324 ("Policy"). The Policy covers Insured's residence at 16102 Singletree Drive, Stagecoach, Texas ("Residence") and provides, subject to its terms, liability coverage.

7. On or about May 25, 2018, Insured shot and killed his brother, Rocky Allen Lee, at the Residence. On October 22, 2018, Defendant Linda Lee, individually, as heir at law, and as representative of the estate of her deceased husband, filed suit against Insured. Filed herewith as **EXHIBIT B** is a true and correct copy of Claimant's Petition ("Petition"). That lawsuit, filed

¹ Decedent Rocky Allen Lee was, on May 25, 2018, a citizen of Texas. On information and belief, Linda Lee is not the legal representative of a citizen of Florida.

² EXH B, at ¶5, alleging Plaintiff seeks monetary relief from Lighthouse' Insured over \$1,000,000.00.

originally before the 334th District Court of Harris County, Texas and recently venue transferred to Montgomery County, asserts causes for wrongful death. It specifically alleges Insured was “negligent in managing his medical condition and/or delusions” which are alleged as the cause of Plaintiff’s damage, pled “over \$1,000,000.00.” *Id.*, at ¶¶ 5, 9, 12. Without notice of claim from Insured and under reservation of rights, Lighthouse has retained defense counsel to represent Insured.

8. Lighthouse seeks judicial declaration of its rights and responsibilities under its Policy with Insured and with respect to defense and indemnity. Specifically, Lighthouse requests this Court’s declaration that it owes no defense or indemnity obligations to Insured under the Policy’s terms with regard to the death of Rocky Allen Lee.

IV. THE LIGHTHOUSE POLICY

9. Lighthouse incorporates by reference the foregoing and entirety of its Policy herein as if set out in full and respectfully directs the Court to the following Policy language:

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of the policy.

DEFINITIONS

*8. “Occurrence” means an **accident**, . . . which results, during the policy period, in . . . Bodily injury.*

Policy, HO 00 03 10 00 (pg. 1-2 of 22) (emphasis added).

SECTION II – LIABILITY COVERAGES,

A. Coverage E – Personal Liability

If a claim is made or a suit is brought against an “insured” for damages because of “bodily injury”. . . caused by an “occurrence” to which this coverage applies, we will:

- 1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and*
- 2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.*

B. Coverage F – Medical Payments to Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing 'bodily injury'. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. . . . As to others, this coverage applies only:

- 1. To a person on the 'insured location' with the **permission of an 'insured'**;*

Policy, HO 00 03 10 00 (pg. 16 of 22) (emphasis added).

SECTION II – EXCLUSIONS

E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others

Coverages E and F do not apply to the following:

1. Expected Or Intended Injury

*"Bodily injury" or "property damage" which is **expected or intended by an "insured."***

*However, this Exclusion **E.1.** does not apply to "bodily injury" or "property damage" resulting from the use of **reasonable force** by an "insured" to protect persons or property;*

Policy, HO 00 03 10 00 (pg. 17 of 22), as modified by LHTX 100 07 15 (pg. 5 of 7) (emphasis added).

V. COUNT I – DECLARATORY JUDGMENT

10. Lighthouse incorporates by reference all preceding paragraphs. Pursuant to the above policy language and provisions, it is entitled to declaration that the Policy does not provide coverage to Insured for the claimed damage of Claimant, based on the coverage, limitations and exclusions, including those cited herein. In the alternative, Lighthouse seeks declaration of its

rights and obligations under the terms, conditions, provisions and limitations contained in the Policy as if copied herein *in extenso*.

PRAYER

WHEREFORE, Lighthouse Property Insurance Corporation prays that Defendants be cited to appear and answer the Complaint herein without delay. It further prays that, after due proceedings are had, there be judgment herein in its favor that:

- (1) Claimant's Petition does not trigger Lighthouse' duty to defend Insured and Lighthouse has no contractual obligation under the Policy to defend Insured in Claimant's suit against Insured;
- (2) Lighthouse has no contractual obligation under the Policy to indemnify Insured of damages asserted in Claimant's suit against Insured; and
- (3) Lighthouse be granted all other general and equitable relief to which it shows itself justly entitled.

Respectfully submitted on March 19, 2019,

By: /s/ Ronald L. Hornback

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